

DELPHI

GM #10348191

Harrison Thermal Systems

REAR FLOOR

Page 1 of 2

Buyer:

DELPHI
THERMAL & INTERIOR SYSTEMS
200 UPPER MOUNTAIN RD
LOCKPORT NY 14094

Requirements Contract

PO Number	Date Issued
550037362	24-Sep-2003
Version	
23-Aug-2005 15:14:02	

Deliver to:

*Please deliver to:
See Delivery Schedule*

FLAMBEAU INC
FLAMBEAU PLASTICS DIV
801 LYNN AVE
BARABOO WI 53913

Vendor No: 1010201
DUNS No: 062021696

Payment Terms: ZMN2 **Currency:** USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB-FREIGHT COLLECT

W-CAR 210/230
ongoing

*** Text changed

Item No.	Material No. Description	Plant					
00010	52406976 Duct Asm-Air Outlet, Floor, Rear	J801 DELPHI T & I DIRECTSHIP					
		Valid From	Valid To	Currency	Price	Price Unit	UOM
		01-Jul-2003	28-Feb-2005	USD	2,986.00	1,000	PC
		01-Mar-2005	31-Dec-2009	USD	3,313.60	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

*** Condition record changed

*** Net price changed

Notes:

Adding P/N-52406976 per Debbie Ulrich. NOTE: This P/N is now replacing 52404012.
01/26/05: Incorrect dates were corrected.
08/23/05: Price Change Notification. Reason for Change: Resin increase effective 3/1/05 thru 12/31 2009. 4% LT is removed and all reductions will be based upon supplier suggestions and supplier development ideas. Approved: B. Lenzion 6/30/05

Purchasing Contact: Ermer, David
Phone: 716-439-2438
Fax: 716-439-3818

Contact Address:

RECEIVED
AUG 29 2005

Date and Time Printed: 23-Aug-2005 15:14:02

BY:.....

DELPHI

Harrison Thermal Systems

Page 2 of 2

FLAMBEAU INC
FLAMBEAU PLASTICS DIV
801 LYNN AVE
BARABOO WI 53913

Requirements Contract

PO Number	Date Issued
550037362	24-Sep-2003
Version	
23-Aug-2005 15:14:02	

Item No.	Material No. Description	Plant
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Notes Continued:

Suppliers are required to meet all requirements detailed in the Delphi Global Purchasing Supplier Guidelines and reference documents that are available on the Delphi website, www.delphi.com, (by clicking on the "Suppliers" in the header).

Suppliers are required to meet the requirements of Delphi's Production Part Approval Process as described in the Supplier Performance Development Process (SPDP) and in the Production Part Approval Process (PPAP) Manual. The Production Part Approval Process Manual is available from AIAG (810-358-3003) and the SPDP documents can be provided by the appropriate Supplier Quality Representative. Suppliers must have part manufacturing site approval prior to shipping production quantities. Contact the appropriate Delphi Supplier Quality Representative regarding questions on the approval process or approval status.

Restricted, toxic, and hazardous materials - Suppliers are required to comply with current governmental and safety constraints on restricted, toxic and hazardous materials; as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. This relates to both the salable product and the manufacturing processes. (Refer also to Terms and Conditions No. 8 "Ingredients Disclosure and Special Warnings Instructions"). Commencement of any work or service under this order shall constitute seller's acceptance of these responsibilities. If you do not accept these responsibilities, please contact the appropriate Delphi's Buyer.

Failure Analysis/Corrective Action: Suppliers are expected to perform failure analysis on defective material returned by any Delphi Division. Irreversible corrective action plans for these failures must be developed and implemented. The plans with effective dates are to be reported back to the Delphi Division who requested the analysis.

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Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

DELPHI

GM #10345732

Harrison Thermal Systems

Page 1 of 3

Buyer:

DELPHI
THERMAL & INTERIOR SYSTEMS
200 UPPER MOUNTAIN RD
LOCKPORT NY 14094

Requirements Contract

PO Number	Date Issued
550037559	01-Oct-2003
Version	
23-Aug-2005 15:40:16	

Deliver to:

*Please deliver to:
See Delivery Schedule*

FLAMBEAU INC
FLAMBEAU PLASTICS DIV
801 LYNN AVE
BARABOO WI 53913

Vendor No: 1010201
DUNS No: 062021696

Payment Terms: ZMN2 **Currency:** USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB- FREIGHT COLLECT

*** Incoterms changed
*** Text changed
*** Delivery address changed

Item No.	Material No. Description	Plant					
00010	52405656 Duct Asm-Air Dist	J801 DELPHI T & I DIRECTSHIP					
		Valid From	Valid To	Currency	Price	Price Unit	UOM
		01-Jul-2003	31-Jan-2004	USD	1,730.00	1,000	PC
		01-Feb-2004	31-Jan-2005	USD	1,661.00	1,000	PC
		01-Feb-2005	28-Feb-2005	USD	1,594.00	1,000	PC
		01-Mar-2005	31-Dec-2009	USD	1,743.40	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

*** Condition record changed

*** Net price changed

Notes:

Purchasing Contact: Ermer, David
Phone: 716-439-2438
Fax: 716-439-3818

Contact Address:

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AUG 29 2005

BY:.....

Date and Time Printed: 23-Aug-2005 15:40:16

DELPHI

Harrison Thermal Systems

Page 2 of 3

FLAMBEAU INC
FLAMBEAU PLASTICS DIV
801 LYNN AVE
BARABOO WI 53913

Requirements Contract

PO Number	Date Issued
550037559	01-Oct-2003
Version	
23-Aug-2005 15:40:16	

Item No.	Material No. Description	Plant
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Notes Continued:

Adding P/N-52405656 per Hayde Ledon

08/23/05: Price Change Notification. Reason for Change: Resin increase effective 3/1/05 thru 12/31/2009. 4% LT is removed and all reductions will be based upon supplier suggestions and supplier development ideas. Approved: B. Lendzion 6/30/05

Suppliers are required to meet all requirements detailed in the Delphi Global Purchasing Supplier Guidelines and reference documents that are available on the Delphi website, www.delphi.com, (by clicking on the "Suppliers" in the header).

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Restricted, toxic, and hazardous materials - Suppliers are required to comply with current governmental and safety constraints on restricted, toxic and hazardous materials; as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. This relates to both the salable product and the manufacturing processes. (Refer also to Terms and Conditions No. 8 "Ingredients Disclosure and Special Warnings Instructions"). Commencement of any work or service under this order shall constitute seller's acceptance of these responsibilities. If you do not accept these responsibilities, please contact the appropriate Delphi's Buyer.

Failure Analysis/Corrective Action: Suppliers are expected to perform failure analysis on defective material returned by any Delphi Division. Irreversible corrective action plans for these failures must be developed and implemented. The plans with effective dates are to be reported back to the Delphi Division who requested the analysis.

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Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

DELPHI

Harrison Thermal Systems

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FLAMBEAU INC
FLAMBEAU PLASTICS DIV
801 LYNN AVE
BARABOO WI 53913

Requirements Contract

PO Number

550037559

Version

23-Aug-2005 15:40:16

Date Issued

01-Oct-2003

Item No.	Material No. Description	Plant
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Notes Continued:

DELPHI

GM # 10305284

Harrison Thermal Systems

Page 1 of 2

Buyer:
DELPHI
THERMAL & INTERIOR SYSTEMS
200 UPPER MOUNTAIN RD
LOCKPORT NY 14094

Requirements Contract

PO Number 550051962 Version 23-Aug-2005 16:00:40	Date Issued 05-Feb-2004
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Deliver to:

*Please deliver to:
See Delivery Schedule*

FLAMBEAU INC
FLAMBEAU PLASTICS DIV
801 LYNN AVE
BARABOO WI 53913


Vendor No: 1010201
DUNS No: 062021696

Payment Terms: ZMN2 **Currency:** USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB- FREIGHT COLLECT

*** Text changed

Item No.	Material No. Description	Plant				
00010	52405655 Duct Asm-Air Distr	J801 DELPHI T & I DIRECTSHIP				
	Valid From	Valid To	Currency	Price	Price Unit	UOM
	01-Dec-2003	28-Feb-2005	USD	1,730.00	1,000	PC
	01-Mar-2005	31-Dec-2009	USD	1,814.90	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

*** Condition record changed

*** Net price changed

Notes:

Adding P/N-52405655 (cross reference P/N 10305284) per R. Arias.
7/20/05: Price correction, original VSA was issued incorrectly. Per C. Koch. Approved: M. Bauman 7/20/05
08/23/05: Price Change Notification. Reason for Change: Resin increase effective 3/1/05 thru 12/31/2009. 4% LT is removed and all reductions will be based upon supplier suggestions and supplier development ideas. Approved: B. Lenzion 6/30/05

Purchasing Contact: Ermer, David
Phone: 716-439-2438
Fax: 716-439-3818

Contact Address:

RECEIVED
AUG 29 2005

BY:.....

Date and Time Printed: 23-Aug-2005 16:00:40

DELPHI

Harrison Thermal Systems

Page 2 of 2

FLAMBEAU INC
FLAMBEAU PLASTICS DIV
801 LYNN AVE
BARABOO WI 53913

Requirements Contract

PO Number	Date Issued
550051962	05-Feb-2004
Version	
23-Aug-2005 16:00:40	

Item No.	Material No. Description	Plant
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Notes Continued:

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DELPHI

GM # 10393175

Harrison Thermal Systems

Page 1 of 3

Buyer:

DELPHI
THERMAL & INTERIOR SYSTEMS
200 UPPER MOUNTAIN RD
LOCKPORT NY 14094

Deliver to:

*Please deliver to:
See Delivery Schedule*

FLAMBEAU INC
FLAMBEAU PLASTICS DIV
801 LYNN AVE
BARABOO WI 53913

Requirements Contract

PO Number	Date Issued
550058467	16-Aug-2004
Version	
23-Aug-2005 15:21:41	

Vendor No: 1010201
DUNS No: 062021696

Payment Terms: ZMN2 **Currency:** USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB-FREIGHT COLLECT

*** Incoterms changed
*** Condition record changed
*** Text changed

Item No.	Material No. Description	Plant
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00010	52410742	J801 DELPHI T & I DIRECTSHIP
	Duct Asm-Air Distribution	

Valid From	Valid To	Currency	Price	Price Unit	UOM
16-Aug-2004	31-Jan-2005	USD	989.00	1,000	PC
01-Feb-2005	28-Feb-2005	USD	949.00	1,000	PC
01-Mar-2005	31-Dec-2009	USD	1,007.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

*** Condition record added
*** Condition record changed
*** Net price changed

Notes:

Purchasing Contact: Ermer, David
Phone: 716-439-2438
Fax: 716-439-3818

Contact Address:

RECEIVED
AUG 29 2005

Date and Time Printed: 23-Aug-2005 15:21:41

BY:

DELPHI

Harrison Thermal Systems

Page 2 of 3

FLAMBEAU INC
FLAMBEAU PLASTICS DIV
801 LYNN AVE
BARABOO WI 53913

Requirements Contract

PO Number	Date Issued
550058467	16-Aug-2004
Version	
23-Aug-2005 15:21:41	

Item No.	Material No. Description	Plant
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Notes Continued:

The customer number is PN 10393175. Direct Ship to JCI-Whitby.

08/23/05: Price Change Notification. Reason for Change: Resin increase effective 3/1/05 thru 12/31/2009. 4% LT is removed and all reductions will be based upon supplier suggestions an supplier development ideas. Approved: B. Lenzion 6/30/05

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DELPHI

Harrison Thermal Systems

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FLAMBEAU INC
FLAMBEAU PLASTICS DIV
801 LYNN AVE
BARABOO WI 53913

Requirements Contract

PO Number

550058467

Version

23-Aug-2005 15:21:41

Date Issued

16-Aug-2004

**Item No. Material No.
 Description**

Plant

Notes Continued:

DELPHI

GM # 15213429

Harrison Thermal Systems

Page 1 of 2

Buyer:
DELPHI
THERMAL & INTERIOR SYSTEMS
200 UPPER MOUNTAIN RD
LOCKPORT NY 14094

Requirements Contract

PO Number 550058750	Date Issued 23-Aug-2004
Version 23-Aug-2005 15:45:57	

Deliver to:

*Please deliver to:
See Delivery Schedule*

FLAMBEAU INC
FLAMBEAU PLASTICS DIV
801 LYNN AVE
BARABOO WI 53913

Vendor No: 1010201
DUNS No: 062021696

Payment Terms: ZMN2 **Currency:** USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB-FREIGHT COLLECT

*** Incoterms changed

*** Text changed

Item No.	Material No. Description	Plant
00010	52411009 Distributor Asm-Air	J801 DELPHI T & I DIRECTSHIP



Valid From	Valid To	Currency	Price	Price Unit	UOM
23-Aug-2004	28-Feb-2005	USD	2,750.00	1,000	PC
01-Mar-2005	31-Dec-2009	USD	2,958.10	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

*** Condition record changed

*** Net price changed

Notes:

08/23/04: JCI part number 1188466 - GM part number 15213429
CN#66241, Direct Ship To Address: JCI-Whitby
9/8/04: Per email from C. Kuch, dated 9/8/04, price corrections.

Purchasing Contact: Erner, David
Phone: 716-439-2438
Fax: 716-439-3818

Contact Address:

RECEIVED
AUG 29 2005

BY:

Date and Time Printed: 23-Aug-2005 15:45:57

DELPHI

Harrison Thermal Systems

Page 2 of 2

FLAMBEAU INC
FLAMBEAU PLASTICS DIV
801 LYNN AVE
BARABOO WI 53913

Requirements Contract

PO Number	Date Issued
550058750	23-Aug-2004
Version	
23-Aug-2005 15:45:57	

Item No.	Material No.	Plant
	Description	

Notes Continued:

08/23/05: Price Change Notification. Reason for Change: Resin increase effective 3/1/05 thru 12/31/2009. 4% LT is removed and all reductions will be based upon supplier suggestions and supplier development ideas. Approved: B. Lenzion 6/30/05

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DELPHI

P/N 15213425

Harrison Thermal Systems

X365 RH Shooter

Page 1 of 2

Buyer:

DELPHI
HARRISON THERMAL SYSTEMS
200 UPPER MOUNTAIN RD
LOCKPORT NY 14094

Deliver to:

*Please deliver to:
See Delivery Schedule*

FLAMBEAU CORP
FLAMBEAU PLASTICS DIV
801 LYNN AVE
BARABOO WI 53913

Requirements Contract

PO Number	Date Issued
550058785	08/24/2004
Version	
08/24/2004 11:17:42	

Vendor No: 1010201
DUNS No: 062021696

Payment Terms: ZMN2 **Currency:** USD

Payment settled on 2nd, 2nd Month

Incoterms: EXW EX Works - Collect

Item No.	Material No. Description	Plant				
00010	52411011 Duct Asm-Air Distr Duct RH	J801 DELPHI THERMAL DIRECTSHIP				
Valid From		Valid To	Currency	Price	Price Unit	UOM
08/24/2004		08/31/2005	USD	1,000.00	1,000	PC
09/01/2005		08/31/2006	USD	960.00	1,000	PC
09/01/2006		08/31/2007	USD	922.00	1,000	PC
09/01/2007		12/31/2007	USD	885.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

Notes:

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Suppliers are required to meet the requirements of Delphi's Production Part Approval Process as described in the Supplier Performance Development Process

Purchasing Contact: Koch, Christine

Phone: 716-439-2438

Fax: 716-439-3818

Contact Address:

CEIV

SEP 01 2004

Date and Time Printed: 08/24/2004 11:17:42

Y:

DELPHI

Harrison Thermal Systems

Page 2 of 2

FLAMBEAU CORP
FLAMBEAU PLASTICS DIV
801 LYNN AVE
BARABOO WI 53913

Requirements Contract

PO Number
550058785
Version
08/24/2004 11:17:42

Date Issued
08/24/2004

Item No.	Material No. Description	Plant
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Notes Continued:

(SPDP) and in the Production Part Approval Process (PPAP) Manual. The Production Part Approval Process Manual is available from AIAG (810-358-3003) and the SPDP documents can be provided by the appropriate Supplier Quality Representative. Suppliers must have part manufacturing site approval prior to shipping production quantities. Contact the appropriate Delphi Supplier Quality Representative regarding questions on the approval process or approval status.

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Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

08/24/2004 Reference: JCI P/N 1191650 GM P/N 15213425
CN#66241
Direct 'Ship To' Address: JCI-Whitby

DELPHI

Harrison Thermal Systems

X365 LH Shooter Page 1 of 2

Buyer:
DELPHI
HARRISON THERMAL SYSTEMS
200 UPPER MOUNTAIN RD
LOCKPORT NY 14094

Deliver to:

*Please deliver to:
See Delivery Schedule*

FLAMBEAU CORP
FLAMBEAU PLASTICS DIV
801 LYNN AVE
BARABOO WI 53913

Requirements Contract
PO Number: 550058783
Date Issued: 08/24/2004
Version: 08/24/2004 11:11:14

Vendor No: 1010201
DUNS No: 062021696

Payment Terms: ZMN2 **Currency:** USD
Payment settled on 2nd, 2nd Month
Incoterms: EXW EX Works Collect

5/163888R -
de 10/17/04

Item No.	Material No.	Description	Plant		
00010	52411010	Duct Asm-Air Distr Duct LH	J801 DELPHI THERMAL DIRECTSHIP		
Valid From	Valid To	Currency	Price	Price Unit	UOM
08/24/2004	08/31/2005	USD	1,030.00	1,000	PC
09/01/2005	08/31/2006	USD	989.00	1,000	PC
09/01/2006	08/31/2007	USD	949.00	1,000	PC
09/01/2007	12/31/2007	USD	911.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

Notes:

Suppliers are required to meet all requirements detailed in the Delphi Global Purchasing Supplier Guidelines and reference documents that are available on the Delphi website, www.delphi.com, (by clicking on the "Suppliers" in the header).

Suppliers are required to meet the requirements of Delphi's Production Part Approval Process as described in the Supplier Performance Development Process

Purchasing Contact: Koch, Christine *CK*

Contact Address:

Phone: 716-439-2438

Fax: 716-439-3818

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SEP 01 2004

DELPHI

Harrison Thermal Systems

Page 2 of 2

FLAMBEAU CORP
FLAMBEAU PLASTICS DIV
801 LYNN AVE
BARABOO WI 53913

Requirements Contract

PO Number

550058783

Version

08/24/2004 11:11:14

Date Issued

08/24/2004

Item No.	Material No.	Plant
	Description	

Notes Continued:

(SPDP) and in the Production Part Approval Process (PPAP) Manual. The Production Part Approval Process Manual is available from ALAG (810-358-3003) and the SPDP documents can be provided by the appropriate Supplier Quality Representative. Suppliers must have part manufacturing site approval prior to shipping production quantities. Contact the appropriate Delphi Supplier Quality Representative regarding questions on the approval process or approval status.

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Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

08/24/2004 Reference: JCI P/N 1191657 GM P/N 15213426
CN# 66241

Direct 'Ship To' Name: JCI - Whitby

DELPHI

GM # 15213411

Harrison Thermal Systems

Page 1 of 2

Buyer:

DELPHI
THERMAL & INTERIOR SYSTEMS
200 UPPER MOUNTAIN RD
LOCKPORT NY 14094

Requirements Contract

PO Number	Date Issued
550059100	31-Aug-2004
Version	
23-Aug-2005 15:35:30	

Deliver to:

*Please deliver to:
See Delivery Schedule*

FLAMBEAU INC
FLAMBEAU PLASTICS DIV
801 LYNN AVE
BARABOO WI 53913

Vendor No: 1010201
DUNS No: 062021696

Payment Terms: ZMN2 **Currency:** USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB-FREIGHT COLLECT

*** Incoterms changed
*** Text changed

Item No.	Material No. Description	Plant
00010	52411127 Duct Asm-Distr/DTM	J801 DELPHI T & I DIRECTSHIP

Valid From	Valid To	Currency	Price	Price Unit	UOM
31-Aug-2004	31-Jan-2005	USD	1,920.00	1,000	PC
01-Feb-2005	28-Feb-2005	USD	1,862.00	1,000	PC
01-Mar-2005	31-Dec-2009	USD	2,011.40	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

*** Condition record changed
*** Net price changed

Notes:

08/31/04: JCI Part Number - 1188302, GM Part Number - 15213411
CN#66241, PMR approved by M. Bauman

Purchasing Contact: Ermer, David
Phone: 716-439-2438
Fax: 716-439-3818

Contact Address

RECEIVED
AUG 29 2005

BY:.....

Date and Time Printed: 23-Aug-2005 15:35:30

DELPHI

Harrison Thermal Systems

Page 2 of 2

FLAMBEAU INC.
FLAMBEAU PLASTICS DIV
801 LYNN AVE
BARABOO WI 53913

Requirements Contract

PO Number 550059100	Date Issued 31-Aug-2004
Version 23-Aug-2005 15:35:30	

Item No.	Material No.	Description	Plant
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Notes Continued:

08/23/05: Price Change Notification. Reason for Change: Resin increase effective 3/1/05 thru 12/31/2009. 4% LT is removed and all reductions will be based upon supplier suggestions an supplier development ideas. Approved: B. Lenzion 6/30/05

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DELPHI

GM #10346645

Harrison Thermal Systems

old LS4 Bottle

Page 1 of 3

Buyer:
DELPHI
THERMAL & INTERIOR SYSTEMS
200 UPPER MOUNTAIN RD
LOCKPORT NY 14094

Requirements Contract

PO Number 550059605	Date Issued 14-Sep-2004
Version 23-Aug-2005 10:33:35	

Deliver to:

*Please deliver to:
See Delivery Schedule*

FLAMBEAU INC
FLAMBEAU PLASTICS DIV
801 LYNN AVE
BARABOO WI 53913

Vendor No: 1010201
DUNS No: 062021696

Payment Terms: ZMN2 **Currency:** USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB-FREIGHT COLLECT

*** Condition record added
*** Condition record changed
*** Text changed

Item No.	Material No. Description	Plant				
00010	52407425 Reservoir Asm-Coolant Recovery I.A.	J801 DELPHI T & I DIRECTSHIP				
Valid From	Valid To	Currency	Price	Price Unit	UOM	
14-Sep-2004	01-Mar-2005	USD	4,910.00	1,000	PC	
02-Mar-2005	31-Jul-2005	USD	11,350.00	1,000	PC	
01-Aug-2005	31-Dec-2009	USD	7,260.00	1,000	PC	

This Requirement Contract is for 100% unless otherwise specified.

*** Condition record added
*** Condition record changed
*** Net price changed

Notes:

Purchasing Contact: Ermer, David Phone: 716-439-2438 Fax: 716-439-3818	Contact Address: <div style="border: 1px solid black; padding: 5px; text-align: center;"> RECEIVED AUG 29 2005 </div>
Date and Time Printed: 23-Aug-2005 10:33:35	

BY: _____

DELPHI

Harrison Thermal Systems

Page 2 of 3

FLAMBEAU INC
FLAMBEAU PLASTICS DIV
801 LYNN AVE
BARABOO WI 53913

Requirements Contract

PO Number	Date Issued
550059605	14-Sep-2004
Version	
23-Aug-2005 10:33:35	

Item No.	Material No. Description	Plant
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Notes Continued:

The customer pn: 10346645. Program 367 W-Car.

3/2/05: Price change notification. Reason for change: temporary design change, CN#71471. Approved: J. Eppolito 3/1/05
6/13/05: Price effectivity dates corrected, per C. Koch.

8/23/05: Effective 8/2/05 price dropped to \$7.26 because premium charge no longer required. 4% LT reductions removed per supplier negotiations. All reductions will be based upon supplier suggestions. Per C. Koch/D. Ermer, Sr. Buyer.

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DELPHI

Harrison Thermal Systems

Page 3 of 3

FLAMBEAU INC
FLAMBEAU PLASTICS DIV
801 LYNN AVE
BARABOO WI 53913

Requirements Contract

PO Number

550059605

Version

23-Aug-2005 10:33:35

Date Issued

14-Sep-2004

Item No.	Material No. Description	Plant
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Notes Continued:

Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

DELPHI

GMT 001

Harrison Thermal Systems

Page 1 of 2

Buyer:
DELPHI
THERMAL & INTERIOR SYSTEMS
200 UPPER MOUNTAIN RD
LOCKPORT NY 14094
EE.UU.

Requirements Contract

PO Number 550071185	Date Issued 02-Mar-2005
Version 23-Aug-2005 13:32:35	

Deliver to:

*Please deliver to:
See Delivery Schedule*

PLASTICOS FLAMBEAU S DE RL DE CV
CALLE 17 NO 3692
COL AMPLIACION MORELOS
25217 SALTILLO
MEXICO

Vendor No: 1016051
DUNS No: 812538135

Payment Terms: ZMN2 Currency: USD
Payment settled on 2nd, 2nd Month

Incoterms: FOB- FREIGHT COLLECT

*** Condition record changed
*** Text changed

Item No.	Material No. Description	Plant
00010	52414044 Tank Asm-Cool Recovery I.A.	J801 DELPHI T & I DIRECTSHIP
	Valid From	Valid To
	02-Mar-2005	31-May-2005
	29-Jun-2005	01-Aug-2005
	02-Aug-2005	31-May-2006
	01-Jun-2006	31-May-2007
	01-Jun-2007	31-May-2008
	01-Jun-2008	31-Dec-2008
	Currency	Price
	USD	2,399.40
	USD	3,309.40
	USD	2,399.40
	USD	2,327.40
	USD	2,257.60
	USD	2,190.00
	Price Unit	UOM
	1,000	PC
	1,000	PC
	1,000	PC
	1,000	PC
	1,000	PC
	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

*** Condition record added
*** Condition record changed
*** Net price changed

Notes:

Purchasing Contact: Ermer, David
Phone: 716-439-2438
Fax: 716-439-3818

Contact Address:

RECEIVED
AUG 29 2005

Date and Time Printed: 23-Aug-2005 13:32:35

BY:

DELPHI

Harrison Thermal Systems

Page 2 of 2

PLASTICOS FLAMBEAU S DE RL DE CV
CALLE 17 NO 3692
COL AMPLIACION MORELOS
25217 SALTILLO
MEXICO

Requirements Contract

PO Number	Date Issued
550071185	02-Mar-2005
Version	
23-Aug-2005 13:32:35	

Item No.	Material No. Description	Plant
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Notes Continued:

3/2/05: This part is replacing 22715340. Customer P/N: 15285554. DGSS Action Plan #86232 and CN#71128. PMR Approved: M. Eglin 3/2/05
8/23/05: Price Change Notification. Reason for Change: CN#72611 - Temporary work order was issued to Delphi by GM as Flambeau needs to hand trim new angle port until permanent change is implemented. Change is re-billable to the customer per R. Urbanczyk [PTL] Approved: B. Lendzion

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DELPHI

GM # 15252759

Harrison Thermal Systems

Page 1 of 2

Buyer:

DELPHI
THERMAL & INTERIOR SYSTEMS
200 UPPER MOUNTAIN RD
LOCKPORT NY 14094

Requirements Contract

PO Number

550072628

Date Issued

07-Apr-2005

Version

23-Aug-2005 16:05:54

Deliver to:

Please deliver to:

See Delivery Schedule

FLAMBEAU INC
FLAMBEAU PLASTICS DIV
801 LYNN AVE
BARABOO WI 53913

Vendor No: 1010201

DUNS No: 062021696

Payment Terms: ZMN2

Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB-FREIGHT COLLECT

*** Text changed

Item No.	Material No. Description	Plant					
00010	52413149 Duct Asm-Air Distr Duct LH	J801 DELPHI T & I DIRECTSHIP					
		Valid From	Valid To	Currency	Price	Price Unit	UOM
		01-Jan-2005	28-Feb-2005	USD	1,070.00	1,000	PC
		01-Mar-2005	31-Dec-2009	USD	1,110.40	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

*** Condition record changed

*** Net price changed

Notes:

4/7/05: DGSS Action Plan: CN#70100, GM P N 15252759 replacing P/N 15213426. PMR Approved: M. Eglin
08/23/05: Price Change Notification. Reason for Change: Resin increase effective 3/1/05 thru 12/31/2009. 4% LT is removed and all reductions will be based upon supplier suggestions and supplier development ideas. Approved: B. Lenzion 6/30/05

Purchasing Contact: Ermer, David

Phone: 716-439-2438

Fax: 716-439-3818

Contact Address:

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AUG 29 2005

Date and Time Printed: 23-Aug-2005 16:05:54

BY:

DELPHI

Harrison Thermal Systems

Page 2 of 2

FLAMBEAU INC
FLAMBEAU PLASTICS DIV
801 LYNN AVE
BARABOO WI 53913

Requirements Contract

PO Number

550072628

Version

23-Aug-2005 16:05:54

Date Issued

07-Apr-2005

Item No.	Material No. Description	Plant
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Notes Continued:

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Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

DELPHI

GM # 15252760

Harrison Thermal Systems

Page 1 of 2

Buyer:

DELPHI
THERMAL & INTERIOR SYSTEMS
200 UPPER MOUNTAIN RD
LOCKPORT NY 14094

Requirements Contract

PO Number	Date Issued
550072629	07-Apr-2005
Version	
23-Aug-2005 16:14:20	

Deliver to:

*Please deliver to:
See Delivery Schedule*

FLAMBEAU INC
FLAMBEAU PLASTICS DIV
801 LYNN AVE
BARABCO WI 53913

Vendor No: 1010201
DUNS No: 062021696

Payment Terms: ZMN2 **Currency:** USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB-FREIGHT COLLECT

Item No.	Material No. Description	Plant
00010	52413150 Duct Asm-Air Distr Duct RH	J801 DELPHI T & I DIRECTSHIP
	Valid From	Valid To
	01-Jan-2005	28-Feb-2005
	01-Mar-2005	31-Dec-2009
	Currency	Price
	USD	1,044.00
	USD	1,085.70
	Price Unit	UOM
	1,000	PC
	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.
*** Condition record changed

Notes:

4/7/05: DGSS Action Plan: CN#70100, GM P/n 15252760 replacing P/N 15213425. PMR Approval: M. Eglin
08/23/05: Price Change Notification. Reason for Change: Resin increase effective 3/1/05 thru 12/31/2009. 4% LT is removed and all reductions will be based upon supplier suggestions and supplier development ideas. Approved: B. Lendzion 6/30/05

Suppliers are required to meet all requirements detailed in the Delphi Global Purchasing Supplier Guidelines and reference documents that are available on the

Purchasing Contact: Ermer, David
Phone: 716-439-2438
Fax: 716-439-3818

Contact Address:

RECEIVED
AUG 29 2005

Date and Time Printed: 23-Aug-2005 16:14:20

BY: _____

DELPHI

Harrison Thermal Systems

Page 2 of 2

FLAMBEAU INC
FLAMBEAU PLASTICS DIV
801 LYNN AVE
BARABOO WI 53913

Requirements Contract

PO Number

550072629

Version

23-Aug-2005 16:14:20

Date Issued

07-Apr-2005

**Item No. Material No.
Description**

Plant

Notes Continued:

Delphi website: www.delphi.com, (by clicking on the "Suppliers" in the header).

Suppliers are required to meet the requirements of Delphi's Production Part Approval Process as described in the Supplier Performance Development Process (SPDP) and in the Production Part Approval Process (PPAP) Manual. The Production Part Approval Process Manual is available from AIAG (810-358-3003) and the SPDP documents can be provided by the appropriate Supplier Quality Representative. Suppliers must have part manufacturing site approval prior to shipping production quantities. Contact the appropriate Delphi Supplier Quality Representative regarding questions on the approval process or approval status.

Restricted, toxic, and hazardous materials - Suppliers are required to comply with current governmental and safety constraints on restricted, toxic and hazardous materials; as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. This relates to both the salable product and the manufacturing processes. (Refer also to Terms and Conditions No. 8 "Ingredients Disclosure and Special Warnings Instructions"). Commencement of any work or service under this order shall constitute seller's acceptance of these responsibilities. If you do not accept these responsibilities, please contact the appropriate Delphi's Buyer.

Failure Analysis/Corrective Action: Suppliers are expected to perform failure analysis on defective material returned by any Delphi Division. Irreversible corrective action plans for these failures must be developed and implemented. The plans with effective dates are to be reported back to the Delphi Division who requested the analysis.

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Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

DELPHI

Delphi Thermal and Interior

Page 1 of 3

Buyer:

DELPHI AUTOMOTIVE SYSTEMS LLC
DELPHI THERMAL & INTERIOR DIV
1401 CROOKS ROAD
TROY MI 48064
EE UU

Requirements Contract

PO Number 550073536 Date Issued 20-Apr-2005
Version 26-Feb-2007 14:40:44

Deliver to:

*Please deliver to:
See Delivery Schedule*

PLASTICOS FLAMBEAUS DE RL DE CV
COL AMPLIACION MORELOS
CALLE 17 NO 3692
25217 SALTILLO
MEXICO

Vendor No: 1016051
DUNS No: 812538135

Payment Terms: ZCAD **Currency:** MXN

Payable immediately Due Net

Incoterms: FOB-FREIGHT COLLECT

Item No.	Material No. Description	Plant																		
00010	52415329 Duct-Htr Otlet RH MOVED TO 550151650 (CHANGED CURRENCY)	J801 DELPHI T & I DIRECTSHIP																		
	<table><tr><th>Valid From</th><th>Valid To</th><th>Currency</th><th>Price</th><th>Price Unit</th><th>UOM</th></tr><tr><td>20-Apr-2005</td><td>31-Jul-2006</td><td>MXN</td><td>26,601.50</td><td>1,000</td><td>PC</td></tr><tr><td>01-Aug-2006</td><td>25-Feb-2007</td><td>MXN</td><td>25,803.50</td><td>1,000</td><td>PC</td></tr></table>	Valid From	Valid To	Currency	Price	Price Unit	UOM	20-Apr-2005	31-Jul-2006	MXN	26,601.50	1,000	PC	01-Aug-2006	25-Feb-2007	MXN	25,803.50	1,000	PC	
Valid From	Valid To	Currency	Price	Price Unit	UOM															
20-Apr-2005	31-Jul-2006	MXN	26,601.50	1,000	PC															
01-Aug-2006	25-Feb-2007	MXN	25,803.50	1,000	PC															

This Requirement Contract is for 100% unless otherwise specified.

*** Condition record changed

*** Net price changed

*** Text changed

Purchasing Contact: Ermer, David

Phone: 716-439-2438

Fax: 716-439-3818

Contact Address:

Date and Time Printed: 26-Feb-2007 14:40:44

DELPHI

Delphi Thermal and Interior
Page 2 of 3

PLASTICOS FLAMBEAU S DE RL DE CV
COL AMPLIACION MORELOS
CALLE 17 NO 3692
25217 SALTILLO
MEXICO

Requirements Contract

PO Number 550073536	Date Issued 20-Apr-2005
Version 26-Feb-2007 14:40:44	

Item No.	Material No. Description	Plant
----------	-----------------------------	-------

Notes:

7/17/06: Supplier acknowledges terms are strictly confidential and not to be disclosed to any third party without the prior written consent of Delphi. Changing payment terms from Net immediate with 1.5% discount to Net Immediate with no discount effective from October 08, 2005 to September 31, 2006 per agreement between Charlie Brown (Delphi Legal), Brett Lendzion (Delphi Purchasing) and Bob Terlep (Flambeau). Supersedes 12/17/05 extension.

12/17/05: Supplier acknowledges terms are strictly confidential and not to be disclosed to any third party without the prior written consent of Delphi. Extending payment terms of Net Immediate with 1.5% discount to February 28, 2006.

Payment term changes made without a signed Settlement Agreement

"Purchase Order payment term change only."

September 16, 2005: "Supplier acknowledges that payment terms are strictly confidential and not to be disclosed to any third party without the prior written consent of Delphi". Changing payment terms from MNS2-2 to Net Immediate with a 1.5% discount effective September 16, 2005 through December 16, 2005 per agreement between Darrell Blackburn (Delphi) and Robert Terlep (Flambeau, Inc).

8/12/05: Per Ron Burrell, this VSA is updated so that Flambeau is paid correctly in Pesos. The VSA references pesos as the currency, which is correct. The piece price has been updated to reflect the peso amount indicated on the pricing conditions. As of 8/5/05 \$1.00 USD - 10.594 Peso. This is the rate which was used to generate the price corrections. Approved: M. Bauman

05/17/05: Price change notification-new LTA. Reason: CN#72401 - pack change. Approved: B.Lendzion, P. Murtagh on 5/16/05.

04/20/05: P/N 5241529 replaced 52412417. OEM Customer P/N 6E5H-180326-AE = 52415329. DGSS Action Plan: CH#72061. PMR Approved: M. Bauman

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Suppliers are required to meet the requirements of Delphi's Production Part Approval Process as described in the Supplier Performance Development Process (SPDP) and in the Production Part Approval Process (PPAP) Manual. The Production Part Approval Process Manual is available from AIAG (810-358-3003) and the SPDP documents can be provided by the appropriate Supplier Quality Representative. Suppliers must have part manufacturing site approval prior to shipping production quantities. Contact the appropriate Delphi Supplier Quality Representative regarding questions on the approval process or approval status.

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Failure Analysis/Corrective Action: Suppliers are expected to perform failure analysis on defective material returned by any Delphi Division. Irreversible corrective action plans for these failures must be developed and implemented. The plans with effective dates are to be reported back to the Delphi Division who requested the analysis.

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to

DELPHI

Delphi Thermal and Interior
Page 3 of 3

PLASTICOS FLAMBEAU S DE RL DE CV
COL AMPLIACION MORELOS
CALLE 17 NO 3692
25217 SALTILLO
MEXICO

Requirements Contract

PO Number 550073536	Date Issued 20-Apr-2005
Version 26-Feb-2007 14:40:44	

Item No.	Material No. Description	Plant
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Notes Continued:

become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions and Delphi Customer Specific Requirements. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions and Delphi Customer Specific Requirements in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions and Delphi Customer Specific Requirements) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

All wood packaging must be compliant with the International Standard Phytosanitary Measure #15 in the treatment of wood packaging material. Please reference the "Requirements for the treatment of wood packaging materials" section of the Supplier Community Portal found on www.delphi.com for further details.

DELPHI

RODMAN

6ESH-180327-AE

RH

Harrison Thermal Systems

Page 1 of 2

Buyer:

DELPHI
THERMAL & INTERIOR SYSTEMS
200 UPPER MOUNTAIN RD
LOCKPORT NY 14094
EE.UU.

Deliver to:

*Please deliver to:
See Delivery Schedule*

PLASTICOS FLAMBEAU S DE RL DE CV
CALLE 17 NO 3692
COL AMPLIACION MORELOS
25217 SALTILLO
MEXICO

Requirements Contract

PO Number 550073535 Date Issued 04/20/2005
Version 04/20/2005 09:37:39

Vendor No: 1016051
DUNS No: 812538135

Payment Terms: ZMN2 Currency: MXN

Payment settled on 2nd, 2nd Month

Incoterms: FOB-FREIGHT COLLECT

Item No.	Material No. Description	Plant			
00010	52415330 Duct-Htr Otlet RH	J801 DELPHI T & I DIRECTSHIP			
Valid From	Valid To	Currency	Price	Price Unit	UOM
04/20/2005	07/31/2006	MXN	2,550.00	1,000	PC
08/01/2006	07/31/2007	MXN	2,473.50	1,000	PC
08/01/2007	07/31/2008	MXN	2,399.30	1,000	PC
08/01/2008	12/31/2008	MXN	2,327.30	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

Notes:

Suppliers are required to meet all requirements detailed in the Delphi Global Purchasing Supplier Guidelines and reference documents that are available on the Delphi website, www.delphi.com, (by clicking on the "Suppliers" in the header).

Purchasing Contact: Koch, Christine

Phone: 716-439-2438

Fax: 716-439-3818

RECEIVED
APR 28 2005

BY:.....

Date and Time Printed: 04/20/2005 09:37:39

DELPHI

Harrison Thermal Systems

Page 2 of 2

PLASTICOS FLAMBEAU S DE RL DE CV
CALLE 17 NO 3692
COL AMPLIACION MORELOS
25217 SALTILLO
MEXICO

Requirements Contract

PO Number	Date Issued
550073535	04/20/2005
Version	
04/20/2005 09:37:39	

Item No.	Material No. Description	Plant
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Notes Continued:

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4/20/2005 Reference: P/N 52415330 replaced 52412418. OEM Customer P/N 6E5H-180327-AE = 52415330. DGSS Action Plan: CN#72061. PMR Approved: M. Bauman

DELPHI

GM# 15820110

Harrison Thermal Systems

Page 1 of 2

W- Bottle

Buyer:

DELPHI
THERMAL & INTERIOR SYSTEMS
200 UPPER MOUNTAIN RD
LOCKPORT NY 14094

Requirements Contract

PO Number 550074379 Date Issued 10-May-2005
Version 23-Aug-2005 10:51:15

Deliver to:

*Please deliver to:
See Delivery Schedule*

FLAMBEAU INC
FLAMBEAU PLASTICS DIV
801 LYNN AVE
BARABOO WI 53913

Vendor No: 1010201
DUNS No: 062021696

Payment Terms: ZMN2 Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB-FREIGHT COLLECT

*should be
\$ 3.5944 PA
per volume
agreement*

Item No.	Material No. Description	Plant												
00010	52415715 Reservoir Asm-Coolant Recovery	J801 DELPHI T & I DIRECTSHIP												
	<table><tr><th>Valid From</th><th>Valid To</th><th>Currency</th><th>Price</th><th>Price Unit</th><th>UOM</th></tr><tr><td>04-May-2005</td><td>31-Dec-2009</td><td>USD</td><td>3,570.00</td><td>1,000</td><td>PC</td></tr></table>	Valid From	Valid To	Currency	Price	Price Unit	UOM	04-May-2005	31-Dec-2009	USD	3,570.00	1,000	PC	
Valid From	Valid To	Currency	Price	Price Unit	UOM									
04-May-2005	31-Dec-2009	USD	3,570.00	1,000	PC									

This Requirement Contract is for 100% unless otherwise specified.
*** Condition record changed

Notes:

5/10/05 reference: P/N 15219341 replaced by 15820110 (52415715). DGSS Action Plan: CN#72314. PMR Approved: M. Bauman
8/23/05: Eliminate 4% reductions. Per C. Koch/D. Ermer, Sr. Buyer.

Suppliers are required to meet all requirements detailed in the Delphi Global Purchasing Supplier Guidelines and reference documents that are available on the Delphi website, www.delphi.com, (by clicking on the "Suppliers" in the header).

Purchasing Contact: Ermer, David
Phone: 716-439-2438
Fax: 716-439-3818

Contact Address:

RECEIVED
AUG 29 2005

Date and Time Printed: 23-Aug-2005 10:51:15

BY:

DELPHI

GM #15820109

Harrison Thermal Systems

W-Bottle

Page 1 of 2

Buyer:

DELPHI
THERMAL & INTERIOR SYSTEMS
200 UPPER MOUNTAIN RD
LOCKPORT NY 14094

Requirements Contract

PO Number	Date Issued
550074380	10-May-2005
Version	
23-Aug-2005 10:38:57	

Deliver to:

*Please deliver to:
See Delivery Schedule*

FLAMBEAU INC
FLAMBEAU PLASTICS DIV
801 LYNN AVE
BARABOO WI 53913

Vendor No: 1010201
DUNS No: 062021696

Payment Terms: ZMN2 **Currency:** USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB-FREIGHT COLLECT

*** Text changed

Item No.	Material No. Description	Plant
00010	52415716 Reservoir Asm-Coolant Recovery	J801 DELPHI T & I DIRECTSHIP

Valid From	Valid To	Currency	Price	Price Unit	UOM
04-May-2005	31-Dec-2009	USD	4,010.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

*** Condition record changed

Notes:

5/10/05 reference: P/N 1524054 replaced by 15820109 (52415716). DGSS Action Plan: CN#72314. PMR Approved: M. Bauman.
8/23/05: Eliminate 4% reductions. Per C.Koch/D. Ermer, Sr. Buyer

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Purchasing Contact: Ermer, David
Phone: 716-439-2438
Fax: 716-439-3818

Contact Address:

Date and Time Printed: 23-Aug-2005 10:38:57

*should be
\$4.0344
per volume
agreement PA*

DELPHI

Harrison Thermal Systems

Page 2 of 2

FLAMBEAU INC
FLAMBEAU PLASTICS DIV
801 LYNN AVE
BARABOO WI 53913

Requirements Contract

PO Number

550074380

Version

23-Aug-2005 10:38:57

Date Issued

10-May-2005

Item No.	Material No.	Description
----------	--------------	-------------

Plant

Notes Continued:

Suppliers are required to meet the requirements of Delphi's Production Part Approval Process as described in the Supplier Performance Development Process (SPDP) and in the Production Part Approval Process (PPAP) Manual. The Production Part Approval Process Manual is available from AIAG (810-358-3003) and the SPDP documents can be provided by the appropriate Supplier Quality Representative. Suppliers must have part manufacturing site approval prior to shipping production quantities. Contact the appropriate Delphi Supplier Quality Representative regarding questions on the approval process or approval status.

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DELPHI

GM # 15822510

Harrison Thermal Systems

LS4 Bottle

Page 1 of 2

Buyer:

DELPHI
THERMAL & INTERIOR SYSTEMS
200 UPPER MOUNTAIN RD
LOCKPORT NY 14094

Requirements Contract

PO Number	Date Issued
550074400	11-May-2005
Version	
23-Aug-2005 10:41:05	

Deliver to:

*Please deliver to:
See Delivery Schedule*

FLAMBEAU INC
FLAMBEAU PLASTICS DIV
801 LYNN AVE
BARABOO WI 53913

Vendor No: 1010201
DUNS No: 062021696

Payment Terms: ZMN2 **Currency:** USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB-FREIGHT COLLECT

*** Text changed

Item No.	Material No. Description	Plant				
00010	52415802 Reservoir Asm-Coolant Recovery	J801 DELPHI T & I DIRECTSHIP				
	Valid From	Valid To	Currency	Price	Price Unit	UOM
	11-May-2005	31-Dec-2009	USD	7,260.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

*** Condition record changed

Notes:

5/11/05: P/N 15822510 (52415802) replaces P/N 10346645 (52407425). DGSS Action Plan: CN#72375. PMR Approved: M.Eglin.
6/13/05: Price effectivity dates corrected, per C. Koch.
8/23/05: Eliminate 4% reductions. Per C. Koch/D. Ermer, Sr. Buyer.

Suppliers are required to meet all requirements detailed in the Delphi Global Purchasing Supplier Guidelines and reference documents that are available on the

Purchasing Contact: Ermer, David
Phone: 716-439-2438
Fax: 716-439-3818

RECEIVED
AUG 29 2005

BY:.....

Date and Time Printed: 23-Aug-2005 10:41:05

DELPHI

Harrison Thermal Systems

Page 2 of 2

FLAMBEAU INC
FLAMBEAU PLASTICS DIV
801 LYNN AVE
BARABOO WI 53913

Requirements Contract

PO Number	Date Issued
550074400	11-May-2005
Version	
23-Aug-2005 10:41:05	

**Item No. Material No.
Description**

Plant

Notes Continued:

Delphi website, www.delphi.com, (by clicking on the "Suppliers" in the header).

Suppliers are required to meet the requirements of Delphi's Production Part Approval Process as described in the Supplier Performance Development Process (SPDP) and in the Production Part Approval Process (PPAP) Manual. The Production Part Approval Process Manual is available from AIAG (810-358-3003) and the SPDP documents can be provided by the appropriate Supplier Quality Representative. Suppliers must have part manufacturing site approval prior to shipping production quantities. Contact the appropriate Delphi Supplier Quality Representative regarding questions on the approval process or approval status.

Restricted, toxic, and hazardous materials - Suppliers are required to comply with current governmental and safety constraints on restricted, toxic and hazardous materials; as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. This relates to both the salable product and the manufacturing processes. (Refer also to Terms and Conditions No. 8 "Ingredients Disclosure and Special Warnings Instructions"). Commencement of any work or service under this order shall constitute seller's acceptance of these responsibilities. If you do not accept these responsibilities, please contact the appropriate Delphi's Buyer.

Failure Analysis/Corrective Action: Suppliers are expected to perform failure analysis on defective material returned by any Delphi Division. Irreversible corrective action plans for these failures must be developed and implemented. The plans with effective dates are to be reported back to the Delphi Division who requested the analysis.

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

DELPHI

Delphi Thermal and Interior

Page 1 of 3

Buyer:
DELPHI AUTOMOTIVE SYSTEMS LLC
DELPHI THERMAL & INTERIOR DIV
1401 CROOKS ROAD
TROY MI 48064
EE UU

Requirements Contract

PO Number 550074877	Date Issued 25-May-2005
Version 14-Dec-2006 09:49:16	

Deliver to:

*Please deliver to:
See Delivery Schedule*

PLASTICOS FLAMBEAU S DE RL DE CV
COL AMPLIACION MORELOS
CALLE 17 NO 3692
25217 SALTILLO
MEXICO

Vendor No: 1016051
DUNS No: 812538135

Payment Terms: ZCAD **Currency:** MXN
Payable immediately Due Net

Incoterms: FOB-FREIGHT COLLECT

*** Text changed

Item No.	Material No. Description	Plant
----------	-----------------------------	-------

00010 52415708 J801 DELPHI T & I DIRECTSHIP
Duct-Htr Otlet LH

Valid From	Valid To	Currency	Price	Price Unit	UOM
06-May-2005	31-Jul-2006	MXN	8,051.00	1,000	PC
01-Aug-2006	31-Jul-2007	MXN	7,974.20	1,000	PC
01-Aug-2007	31-Jul-2008	MXN	7,899.60	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

*** Condition record changed

Notes:

12/13/06: SCHEDULING AGREEMENT CONDITIONS MODIFIED PER EXTENSION NEGOTIATIONS BETWEEN BOB TERLEP (FLAMBEAU) AND

Purchasing Contact: Ermer, David

Phone: 716-439-2438

Fax: 716-439-3818

Contact Address:

Date and Time Printed: 14 Dec 2006 09:49:16

DELPHI

Delphi Thermal and Interior

Page 2 of 3

PLASTICOS FLAMBEAU S DE RL DE CV
COL AMPLIACION MORELOS
CALLE 17 NO 3692
25217 SALTILLO
MEXICO

Requirements Contract

PO Number	Date Issued
550074877	25-May-2005
Version	
14-Dec-2006 09:49:16	

Item No.	Material No.	Plant
	Description	

Notes Continued:

DAVID ERMER (DELPHI)

10/30/06: P/N 52415708 (6E5Z-18C420-BA) is a BULK price service VSA for Delphi P/N 52415330 (OEM 6E5H-18D327-AE). Per Delphi's Terms and Conditions, this Service Part PO is being modified to match the agreed upon OEM pricing, including the quoted cost of packaging required for a service part and any agreed to yearly cost downs. Additionally, per Delphi Terms and Conditions this Service Part PO is being modified by extending the "Valid To" date five years beyond the OEM PO. DGSS Action Plan #62638. PMR Approved: M. Bauman

07/17/06: Supplier acknowledges terms are strictly confidential and not to be disclosed to any third party without the prior written consent of Delphi. Changing payment terms from Net Immediate with 1.5% discount to Net Immediate with no discount effective from October 08, 2005 to September 31, 2006 per agreement between Charlie Brown (Delphi Legal), Brett Lendzion (Delphi Purchasing) and Bob Terlep (Flambeau). Supersedes 12/17/05 extension.

12/17/05: Supplier acknowledges terms are strictly confidential and not to be disclosed to any third party without the prior written consent of Delphi. Extending payment terms of Net Immediate with 1.5% discount to February 28, 2006.

Payment term changes made without a signed Settlement Agreement

"Purchase Order payment term change only."

September 16, 2005: "Supplier acknowledges that payment terms are strictly confidential and not to be disclosed to any third party without the prior written consent of Delphi". Changing payment terms from MNS2-2 to Net Immediate with a 1.5% discount effective September 16, 2005 through December 16, 2005 per agreement between Darrell Blackburn (Delphi) and Robert Terlep (Flambeau, Inc).

05/25/05: Service P/N (12 pieces per box). Ford Service P/N 6E5Z-18C420-BA, DGSS Action Plan. Service CN#72502, PMR Approved M. Eglin.

Suppliers are required to meet all requirements detailed in the Delphi Global Purchasing Supplier Guidelines and reference documents that are available on the Delphi website, www.delphi.com, (by clicking on the "Suppliers" in the header).

Suppliers are required to meet the requirements of Delphi's Production Part Approval Process as described in the Supplier Performance Development Process (SPDP) and in the Production Part Approval Process (PPAP) Manual. The Production Part Approval Process Manual is available from AIAG (810-358-3003) and the SPDP documents can be provided by the appropriate Supplier Quality Representative. Suppliers must have part manufacturing site approval prior to shipping production quantities. Contact the appropriate Delphi Supplier Quality Representative regarding questions on the approval process or approval status.

Restricted, toxic, and hazardous materials - Suppliers are required to comply with current governmental and safety constraints on restricted, toxic and hazardous materials; as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. This relates to both the salable product and the manufacturing processes. (Refer also to Terms and Conditions No. 8 "Ingredients Disclosure and Special Warnings Instructions"). Commencement of any work or service under this order shall constitute seller's acceptance of these responsibilities. If you do not accept these responsibilities, please contact the appropriate Delphi's Buyer.

Failure Analysis/Corrective Action: Suppliers are expected to perform failure analysis on defective material returned by any Delphi Division. Irreversible corrective action plans for these failures must be developed and implemented. The plans with effective dates are to be reported back to the Delphi Division who requested the analysis.

DELPHI

Delphi Thermal and Interior

Page 3 of 3

PLASTICOS FLAMBEAU S DE RL DE CV
COL AMPLIACION MORELOS
CALLE 17 NO 3692
25217 SALTILLO
MEXICO

Requirements Contract

PO Number	Date Issued
550074877	25-May-2005
Version	
14-Dec-2006 09:49:16	

Item No.	Material No. Description	Plant
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Notes Continued:

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions and Delphi Customer Specific Requirements. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions and Delphi Customer Specific Requirements in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions and Delphi Customer Specific Requirements) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

All wood packaging must be compliant with the International Standard Phytosanitary Measure #15 in the treatment of wood packaging material. Please reference the "Requirements for the treatment of wood packaging materials" section of the Supplier Community Portal found on www.delphi.com for further details.

As of its effective date, this purchase order constitutes a new agreement between the Buyer and Seller and supersedes and replaces any prior purchase orders or other agreements between the Buyer and Seller with respect to the subject matter hereof. For the avoidance of doubt, the purchase order number assigned hereto by the Buyer is utilized for administrative convenience only and this purchase order shall not be deemed an amendment to or modification of any prior purchase orders issued by Buyer and accepted by Seller, even if such prior purchase orders were assigned an identical purchase order number by the Buyer. Each of the Buyer and the Seller acknowledges and agrees that any prior purchase orders or other agreements between the Buyer and Seller, which are superseded and replaced by this purchase order as of its effective date shall no longer be subject to assumption or rejection under the United States Bankruptcy Code and the Seller hereunder waives any right to assert any of the rights incident to assumption or rejection, including, but not limited to, the payment of cure with respect to any such prior purchase orders or other agreements. To the extent that any prior purchase orders or other agreements between the Buyer and Seller with respect to the subject matter hereof also provided for the supply of other goods or services by the Seller to the Buyer, such prior agreements shall be superseded and replaced only with respect to the subject matter hereof and all other provisions of such prior purchase orders or other agreements shall remain in full force and effect in accordance with their terms. Historical pricing shown on this new purchase order, if any, is shown for reference only.

DELPHI

Delphi Thermal and Interior

Page 1 of 3

Buyer:
DELPHI AUTOMOTIVE SYSTEMS LLC
DELPHI THERMAL & INTERIOR DIV
1401 CROOKS ROAD
TROY MI 48064
EE.UU.

Requirements Contract

PO Number 550074876	Date Issued 25-May-2005
Version 14-Dec-2006 09:56:56	

Deliver to:

*Please deliver to:
See Delivery Schedule*

PLASTICOS FLAMBEAU S DE RL DE CV
COL AMPLIACION MORELOS
CALLE 17 NO 3692
25217 SALTILLO
MEXICO

Vendor No: 1016051
DUNS No: 812538135

Payment Terms: ZCAD **Currency:** MXN
Payable immediately Due Net

Incoterms: FOB-FREIGHT COLLECT

Item No.	Material No. Description	Plant					
00010	52415707 Duct-Htr Otlet RH	J801 DELPHI T & I DIRECTSHIP					
		Valid From	Valid To	Currency	Price	Price Unit	UOM
		06-May-2005	31-Jul-2006	MXN	8,001.00	1,000	PC
		01-Aug-2006	31-Jul-2007	MXN	7,925.70	1,000	PC
		01-Aug-2007	31-Jul-2008	MXN	7,852.60	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

Notes:
12/13/06: SCHEDULING AGREEMENT CONDITIONS MODIFIED PER EXTENSION NEGOTIATIONS BETWEEN BOB TERLEP (FLAMBEAU) AND DAVID ERMER (DELPHI)

Purchasing Contact: Ermer, David **Contact Address:**
Phone: 716-439-2438
Fax: 716-439-3818

Date and Time Printed: 14-Dec-2006 09:56:56

DELPHI

Delphi Thermal and Interior
Page 2 of 3

PLASTICOS FLAMBEAU S DE RL DE CV
COL AMPLIACION MORELOS
CALLE 17 NO 3692
25217 SALTILLO
MEXICO

Requirements Contract

PO Number	Date Issued
550074876	25-May-2005
Version	
14-Dec-2006 09:56:56	

Item No.	Material No.	Plant
	Description	

Notes Continued:

10/30/06: P/N 52415707 (6E5Z-18C420-AA) is a BULK price service VSA for Delphi P/N 52415329 (OEM 6E5H-18D326-AE). Per Delphi's Terms and Conditions, this Service Part PO is being modified to match the agreed upon OEM pricing, including the quoted cost of packaging required for a service part and any agreed to yearly cost downs. Additionally, per Delphi Terms and Conditions this Service Part PO is being modified by extending the "Valid To" date five years beyond the OEM PO. DGSS Action Plan #62638. PMR Approved: M. Bauman

07/17/06: Supplier acknowledges terms are strictly confidential and not to be disclosed to any third party without the prior written consent of Delphi. Changing payment terms from Net Immediate with 1.5% discount to Net Immediate with no discount effective from October 08, 2005 to September 31, 2006 per agreement between Charlie Brown (Delphi Legal), Brett Lendzion (Delphi Purchasing) and Bob Terlep (Flambeau). Supersedes 12/17/05 extension.

12/17/05: Supplier acknowledges terms are strictly confidential and not to be disclosed to any third party without the prior written consent of Delphi. Extending payment terms of Net Immediate with 1.5% discount to February 28, 2006.

Payment term changes made without a signed Settlement Agreement

"Purchase Order payment term change only."

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05/25/05: Service P/N's (12 pieces per box). Ford service p/n 6E5Z-18C420-AA. DGSS Action Plan: Service CN#72502, PMR Approved: M. Eglin.

Suppliers are required to meet all requirements detailed in the Delphi Global Purchasing Supplier Guidelines and reference documents that are available on the Delphi website. www.delphi.com, (by clicking on the "Suppliers" in the header).

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DELPHI

Delphi Thermal and Interior

Page 3 of 3

PLASTICOS FLAMBEAU S DE RL DE CV
COL AMPLIACION MORELOS
CALLE 17 NO 3692
25217 SALTILLO
MEXICO

Requirements Contract

PO Number	Date Issued
550074876	25-May-2005
Version	
14-Dec-2006 09:56:56	

Item No.	Material No. Description	Plant
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Notes Continued:

become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

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Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions and Delphi Customer Specific Requirements. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions and Delphi Customer Specific Requirements in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions and Delphi Customer Specific Requirements) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

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As of its effective date, this purchase order constitutes a new agreement between the Buyer and Seller and supersedes and replaces any prior purchase orders or other agreements between the Buyer and Seller with respect to the subject matter hereof. For the avoidance of doubt, the purchase order number assigned hereto by the Buyer is utilized for administrative convenience only and this purchase order shall not be deemed an amendment to or modification of any prior purchase orders issued by Buyer and accepted by Seller, even if such prior purchase orders were assigned an identical purchase order number by the Buyer. Each of the Buyer and the Seller acknowledges and agrees that any prior purchase orders or other agreements between the Buyer and Seller, which are superseded and replaced by this purchase order as of its effective date shall no longer be subject to assumption or rejection under the United States Bankruptcy Code and the Seller hereunder waives any right to assert any of the rights incident to assumption or rejection, including, but not limited to, the payment of cure with respect to any such prior purchase orders or other agreements. To the extent that any prior purchase orders or other agreements between the Buyer and Seller with respect to the subject matter hereof also provided for the supply of other goods or services by the Seller to the Buyer, such prior agreements shall be superseded and replaced only with respect to the subject matter hereof and all other provisions of such prior purchase orders or other agreements shall remain in full force and effect in accordance with their terms. Historical pricing shown on this new purchase order, if any, is shown for reference only.

☒ FDP9006-0400

PURCHASE ORDER

PEDP4710094

DELPHI

PURCHASE ORDER NUMBER MUST APPEAR ON
ALL INVOICES, PACKING SLIPS, BILLS OF
LADING, AND RELATED DOCUMENTS.

DELIVER TO: GLOBAL RECEIVIN
RECEIPT BY ASN
WARREN

OH 44483

VENDOR CODE

DUNS: 062021696-P01 / 062021696-C01 PHONE 608-356-5551

PLEASE ENTER OUR ORDER/REVISION AS LISTED
HEREON, SUBJECT TO TERMS AND CONDITIONS
CONTAINED WITHIN.

TO: FLAMBEAU CORP
FLAMBEAU PLASTICS DIV
801 LYNN AVE

PURCHASE ORDER PEDP4710094

ORDER DATE 09-28-04

BARABOO WI 53913 US REF. INQ. NO. 000

FREIGHT TERM SHIPPING POINT PAYMENT TERM
FOB-OUR PLANT FREIGHT COLLECT BARABOO, WI 2ND DAY OF 2ND MONTH

TITLE TRANSFER SHIPPING INSTRUCTION BUYER
TITLE TRANSFER OUR PLANT CONTACT PC&L REPRESENTATIVE 71

PART NO.	DESCRIPTION / PERCENT	PRICE	QUANTITY	UOM SHIP
15355371	REV 01			
CRG: A 100				
CHANNEL I/P		197.6000/MPC		AS RELEASED
***** LONGTERM CONTRACT *****				PCS
REF. RFQ#939AP013 & GPS # 800140517				
\$210/MPC EFF. 1/1/03 TO 12/31/03 3%				
\$203.70/MPC EFF. 1/1/04 TO 12/31/04 3%				
\$197.60/MPC EFF. 1/1/05 TO 12/31/05 3%				
LEAD-DAYS STD-PACK CONTR				
30 150 CTN		COO		
CARRY OVER: A		US		
15418127	REV 01			
CRG: A 100				
CHANNEL CBL ENG L850		900.0000/MPC		AS RELEASED
*****				PCS
927/MPC EFF 01-01-03 TO 12-31-03				
900/MPC EFF 01-01-04 TO 12/31/04				
LEAD-DAYS STD-PACK CONTR				
30 50 CTN		COO		
CARRY OVER: A		US		
TOTAL IN USD				

EFFECTIVE 01-01-05 EXPIRATION 12-31-05 TAX CODE: 00
DELIVER-TO STA DEPT GEN-LED ACCT DEPT/POM W.O. PROJ DEBIT JOB-NUMBER CODE
GLOBAL I-SUPPLY 80100 80100 A

T-98000623

NO SALES OR USE TAX. EXEMPT PER PERMITS: AZ 07-379796-T, MS 902, OH T-98000623, TX 3-0001-8279-7
NO CHANGE OR DEVIATION FROM PRINTS, SPECIFICATIONS, OR MATERIALS PERMITTED WITHOUT BUYER APPROVAL.

IMPORTANT NOTICE: UNLESS YOU NOTIFY THE BUYER AND OBTAIN A
FORMAL REVISION FROM HIM PRIOR TO SHIPMENT, THE PRICES ON THIS
ORDER ARE THE MAXIMUMS THAT WILL BE PAID AGAINST INVOICES FOR
MATERIAL OR SERVICES SUPPLIED.

IMPORTANT: This order is not binding until accepted. When requested - acceptance must be executed on acknowledgement copy
which must be returned to Buyer.
This order, including the terms and conditions contained herein, contains the complete and final agreement
between Buyer and Seller and no other agreement in any way modifying any of said terms and conditions will be
binding upon Buyer unless made in writing and signed by Buyer's authorized representative.

Delphi Automotive Systems LLC
c/o Delphi Packard
P.O. Box 431 Warren, Ohio 44486

PHONE: PAMELA A VEGA 915 612-4803 BUYER

SIDNEY JOHNSON

FDP9006-0400

PURCHASE ORDER

PEDP4710127

DELPHI

PURCHASE ORDER NUMBER MUST APPEAR ON
ALL INVOICES, PACKING SLIPS, BILLS OF
LADING, AND RELATED DOCUMENTS

DELIVER TO: GLOBAL RECEIVING
RECEIPT BY ASN
WARREN

OH 44483

VENDOR CODE

TO: DUNS: 812538135-P01 / 062021696-C01 PHONE 608-356-5551
FLAMBEAU CORP
FLAMBEAU PLASTICS DIV
801 LYNN AVE

PLEASE ENTER OUR ORDER/REVISION AS LISTED
HEREON, SUBJECT TO TERMS AND CONDITIONS
CONTAINED WITHIN.

PURCHASE ORDER PEDP4710127

ORDER DATE 09-25-04

BARABOO WI 53913 US REF. INQ. NO. 000

FREIGHT TERM SHIPPING POINT PAYMENT TERM
FOB-OUR PLANT FREIGHT COLLECT SALTILLO, COAH. MEX 2ND DAY OF 2ND MONTH

TITLE TRANSFER SHIPPING INSTRUCTION BUYER
TITLE TRANSFER OUR PLANT CONTACT PC&L REPRESENTATIVE 71

PART NO.	DESCRIPTION / PERCENT	PRICE PRICES IN USD	QUANTITY	UOM	SHIP
----------	-----------------------	------------------------	----------	-----	------

REQUIREMENTS CONTRACT STATEMENT:

SELLER AGREES TO SELL AND BUYER AGREES TO PURCHASE AT THE PRICE AND SUBJECT TO
THE TERMS AND CONDITIONS HEREOF, THE PART NUMBERS INDICATED HEREIN. SHIPMENTS
ARE AUTHORIZED ONLY WHEN RELEASED BY OUR SHIPPING SCHEDULE OR SPOT BUY
PURCHASE ORDER. ALL MATERIAL SHALL BE SUPPLIED IN CONFORMANCE WITH
SPECIFICATIONS, DRAWINGS, SAMPLES, OR OTHER DESCRIPTIONS PROVIDED. PACKAGING
SHALL BE IN COMPLIANCE WITH DELPHI AUTOMOTIVE GLOBAL SUPPLIER PACKAGING MANUAL
(AVAILABLE AT WWW.DELPHI.COM). ALL REQUIREMENTS LISTED IN DELPHI
AUTOMOTIVE SUPPLIER GUIDELINES APPLY. A COPY OF THESE GUIDELINES ARE
AVAILABLE AT WEBSITE WWW.DELPHI.COM

ALL NAFTA RELATED DOCUMENT AS WELL AS MANUFACTURER'S AFFIDAVITS SHOULD BE SENT
TO:

DELPHI CORPORATION
M/C 480-410-228
5825 DELPHI DRIVE
TROY, MI 48098
ATTN: JEROME KLOTZ

15467647 REV 01

CRG: A 100
I/P CHANNEL ASSEMBLY

.4940

AS RELEASED
PCS

***** LONG CONTRACT *****

\$0.494/PCS EFF 06/01/03 TO 05/31/04
\$0.4796/PCS EFF 06/01/04 TO 05/31/05 3%
\$0.4656/PCS EFF 06/01/05 TO 05/31/06 3%
\$0.4516/PCS EFF 06/01/06 TO 05/31/07 3%

PER ACTIVITY# 70547

LEAD-DAYS STD-PACK CONTR

COO

EFFECTIVE 01-01-05 EXPIRATION 12-31-05 TAX CODE: 00
DELIVER-TO STA DEPT GEN-LED ACCT DEPT/POM W.O. PROJ DEBIT JOB-NUMBER CODE
GLOBAL 80100 80100 A

T-98000623

NO SALES OR USE TAX. EXEMPT PER PERMITS: AZ 07-379796-T, MS 902, OH T-98000623, TX 3-0001-8279-7

NO CHANGE OR DEVIATION FROM PRINTS, SPECIFICATIONS, OR MATERIALS PERMITTED WITHOUT BUYER APPROVAL.

IMPORTANT NOTICE: UNLESS YOU NOTIFY THE BUYER AND OBTAIN A
FORMAL REVISION FROM HIM PRIOR TO SHIPMENT, THE PRICES ON THIS
ORDER ARE THE MAXIMUMS THAT WILL BE PAID AGAINST INVOICES FOR
MATERIAL OR SERVICES SUPPLIED.

DISCLAIMER: This notice is not binding until accepted. When requested, acceptance must be evidenced by an acknowledgment copy
which must be returned to Buyer.
This order, including the terms and conditions contained herein, supersedes the catalog and final agreements
between Buyer and Seller and no other agreements in any way modifying any of said terms and conditions are in
effecting upon Buyer unless made in writing and signed by Buyer's authorized representative.

Delphi Automotive Systems LLC
c/o Delphi Packard
P.O. Box 431 Warren, Ohio 44486

PHONE: PAMELA A VEGA
915 512-4803

BUYER

SIDNEY JOHNSON

FDP9006-0400

PURCHASE ORDER

PEDP4710127

DELPHI

PURCHASE ORDER NUMBER MUST APPEAR ON
ALL INVOICES, PACKING SLIPS, BILLS OF
LADING, AND RELATED DOCUMENTS

DELIVER TO: GLOBAL RECEIVING
RECEIPT BY ASN
WARREN

OH 44483

VENDOR CODE

TO:

DUNS: 812538135-P01 / 062021696-C01 PHONE 608-356-5551

PLEASE ENTER OUR ORDER/REVISION AS LISTED
HEREON, SUBJECT TO TERMS AND CONDITIONS
CONTAINED WITHIN

FLAMBEAU CORP

FLAMBEAU PLASTICS DIV

PURCHASE ORDER PEDP4710127

801 LYNN AVE

ORDER DATE 09-25-04

BARABOO

WI 53913

US

REF. INQ. NO. 000

FREIGHT TERM
FOB-OUR PLANT FREIGHT COLLECT

SHIPPING POINT
SALTILLO, COAH. MEX

PAYMENT TERM
2ND DAY OF 2ND MONTH

TITLE TRANSFER
TITLE TRANSFER OUR PLANT

SHIPPING INSTRUCTION
CONTACT PC&L REPRESENTATIVE

BUYER
71

PART NO.	DESCRIPTION / PERCENT	PRICE	QUANTITY	UOM SHIP
20	100 CTN CARRY OVER: A	MX		

TOTAL IN USD

EFFECTIVE 01-01-05 EXPIRATION 12-31-05 TAX CODE: 00
DELIVER-TO STA DEPT GEN-LED ACCT DEPT/POM W.O. PROJ DEBIT JOB-NUMBER CODE
GLOBAL 80100 80100 A

T-98000623

NO SALES OR USE TAX, EXEMPT PER PERMITS: AZ 07-379796-T, MS 902, OH T-98000623, TX 3-0001-8279-7
NO CHANGE OR DEVIATION FROM PRINTS, SPECIFICATIONS, OR MATERIALS PERMITTED WITHOUT BUYER APPROVAL.

IMPORTANT NOTICE: UNLESS YOU NOTIFY THE BUYER AND OBTAIN A
FORMAL REVISION FROM HIM PRIOR TO SHIPMENT, THE PRICES ON THIS
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